ADMINISTRATIVE AGREEMENT

This Agreement dated the _____ day of April; 2007, is made between Marsh Aviation Company and the Department of the Air Force.

BACKGROUND

- 1. On May 14, 2001, the Air Force awarded Marsh Contract F42620-01-D-0046 through a Letter of Agreement with the U.S. State Department. This Contract required, Marsh, inter alia, to design, fabricate and install upgrades to the engines, electrical systems, avionics systems, and, as necessary, the air frames of ten OV-10 aircraft for the Columbian Air Force for the use in the War Against Drugs. The Contract was a firm, fixed-price contract, providing for progress payments under FAR 52.232-16.
- 2. Evidence in the Administrative Record supports the conclusion that Marsh failed to comply with FAR 52.232-16(a)(2), which requires that progress payments for parts not be invoiced without Marsh timely ordering and paying for such parts. More specifically, Edward H. Allen applied proceeds received from progress payments inappropriately, which, standing alone, is justification for debarment and was wrong.
- 3. On August 2, 2006, based on the above and other possible violations, the Air Force issued notices of proposed debarment to Marsh and certain of its shareholders, officers and employees, to include Floyd D. Stilwell, Edward H. Allen, Elizabeth A. Kleefisch, and William Walker ("the Marsh employees").
- 4. Notwithstanding the misconduct for which they were proposed for debarment, Marsh and its employees have expressed an interest in demonstrating and have taken a number of specific steps to establish that they can be trusted to deal fairly and honestly with the Government, and that debarring them from future Government contracting is not necessary to protect the Government's interests.
- 5. Marsh agrees to keep in place a Business Ethics Program voluntarily adopted prior to the date of this Agreement, and to take other actions as specified herein to assure that Marsh and its employees and officers demonstrate, and continue to demonstrate, the highest degree of business honesty and integrity required of a Government contractor.
- 6. The Air Force, Marsh and the Marsh employees agree that pursuant to Federal Acquisition Regulation (FAR) 9.406 and applicable case law, that grounds exist to propose them for debarment. The Air Force has further determined, however, that based upon information currently known to the Air Force, the corrective actions and representations reflected in the terms and conditions of this Agreement provide adequate assurance that Marsh's future dealings with the Government, if any, will be conducted responsibly and that suspension or debarment is not necessary at this time to protect the Government's interests. The parties, therefore, agree to the terms and conditions set out below.

ARTICLES

- 1. **PERIOD** The period of this Administrative Agreement shall be three years from the date of execution of this Agreement by the Air Force, or, if the Air Force determines at any time during the three years that Marsh has ceased to be in full compliance with the letter and spirit of this Agreement, for a period of three years following reestablishment of full compliance as determined by the Air Force.
- 2. SELF-GOVERNANCE PROGRAMS Marsh has implemented and agrees to maintain self-governance programs that include compliance programs for employees and a Business Ethics Program that covers all employees. The Business Ethics Program shall be maintained so as to ensure that Marsh and its employees maintain the business honesty and integrity required of Government contractors, and that Marsh, and all of its officers and employees, operate in strict compliance with all applicable laws, regulations, and the terms of any contract. Marsh represents that its Business Ethics Program includes the following components:
- a. CENTRAL, HIGH-LEVEL PROGRAM MANAGEMENT Floyd Stilwell, CEO, has appointed Clay Clark, a 20 year employee of Marsh and Marsh's manufacturing manager, to serve as the Ethics Officer for Marsh. The Ethics Officer is responsible for managing all aspects of Marsh's . Business Ethics Program. In addition, and throughout the duration of this Agreement, Colonel (Ret.) Michael Lynch shall serve as independent Ombudsman to provide added oversight and review of corporate compliance.
- b. CODE OF BUSINESS ETHICS Marsh has adopted a "Corporate Compliance and Ethics Policy," hereafter referred to as the Code of Business Ethics. (Exhibit A). The Code of Business Ethics has been circulated to each employee, and incorporated into the Company's employee handbook, "Marsh Aviation Company Manual." Each employee is required to sign a register, maintained by Marsh and open to inspection by the Government, that he read, understands and will abide by the Code. At least once in each calendar year, each Marsh employee shall repeat the procedure of reading the Code and signing the Register. Within two weeks of starting employment with Marsh new employees shall read the Code and sign the register, indicating that he has read, understands and will abide by the Code. Within such two-week period the new employee's immediate supervisor or other management person shall discuss the content and requirements of the Code with the new employee.
- c. INFORMATION AND EDUCATION PROGRAM Marsh will institute and shall maintain an information and education program designed to assure that all employees are aware of these applicable laws, regulations, and standards of business conduct that employees are expected to follow and the consequences both to the employee and to the company that will ensue from any violation of such measures. The training shall cover compliance with pertinent federal acquisition regulations and government contract billing requirements. Training consists of compliance training for affected employees, plus at least one hour of live initial training in Marsh's Business Ethics Program for every Marsh employee, plus once each year for each employee, not less than one hour of live ethics training. A subject outline for the information and education program is included here as Exhibit B and is incorporated by reference into this Agreement, with the initial training to be

completed within three weeks of the date of this Agreement.

- d. REPORTING AND INFORMATION RESOURCES Marsh has installed a toll-free, dedicated telephone number for confidential calls reporting suspected misconduct or for asking questions related to business ethics or business conduct. Marsh also has posted in prominent places accessible to each employee, a notice giving the toll-free number, inviting confidential calls, and stating the company's commitment to comply with all applicable laws and regulations in the conduct of its business. A copy of the notice is Exhibit C to this Agreement. Marsh has also posted in common work areas a "Hotline" poster prepared by the Inspector General of the Department of Defense providing phone numbers to report fraud, waste, and abuse, and/or security violations.
- e. GIFTS PROHIBITED Marsh agrees that it is prohibited from giving to any Government employee or employee of any other contractor any gift, gratuity, meal, refreshment, or entertainment. This prohibition shall be included in Marsh's Code of Business Ethics and in Marsh's ethics training program.
- 3. **PERFORMANCE STANDARD** Promotion of and adherence to Marsh's Business Ethics Program is an element of each manager's and supervisor's written performance standards and each manager and supervisor is appraised annually in writing on his or her adherence to and promotion of the Marsh's Business Ethics Program. Marsh shall submit, as a part of each report to the Air Force, a statement by its president that he verified that each manager and supervisor has been appraised on his adherence to and promotion of Marsh's Business Ethics Program.
- 4. SUPERVISORS' CERTIFICATES Marsh shall annually certify to the Air Force that each supervisor at every level has personally (a) discussed with each supervised employee the content and application of the Marsh Business Ethics Program; (b) informed each such employee that strict adherence to the law, the Code of Business Conduct, and the principles of the Program is a condition of employment; and (c) informed each such employee that Marsh will take disciplinary action, including discharge, for any violation of law, the Code of Business Conduct, the principles of the Program, or basic tenets of business honesty and integrity A copy of the certificate used to fulfill this requirement is attached as Exhibit D. Marsh shall submit, as a part of each report to the Air Force a statement by the president of Marsh that he verified that the certifications are being maintained and that each manager and supervisor provided a certification as required by this provision. The certificates shall be maintained and available for Air Force review during the life of this Agreement.
- 5. **RESPONSIBILITY FOR COMPLIANCE** Mr. Floyd Stilwell, the president of Marsh, has appointed Clay Clark, a 20 year employee of Marsh and its Manufacturing Manager, to be responsible for the Marsh Business Ethics Programs, for maintaining and updating the Code of Business Ethics, and for auditing Marsh's compliance with this Agreement. Mr. Clark's activities will be supported by Mr. Stilwell, Col. Lynch and outside local counsel, Otto Shill.
- 6. **REPORTS** Each calendar quarter, Marsh shall submit written reports, signed by its president, to the Air Force describing the measures taken by Marsh during that quarter to implement the Business Ethics Program and to ensure Agreement compliance. This report must be received at the Air Force within twenty days of the end of the calendar quarter. The final report is to be received not later than

one month prior to the final day of this Agreement, Exhibit E sets out dates that reports are due. The reporting dates are deadlines for receipt of the reports by the Air Force. Marsh's failure to meet these requirements on or before the dates agreed to shall constitute a breach of this Agreement. These quarterly reports shall include:

- a. Standards of conduct/ethics/compliance training conducted, subject matter covered and the number and type of persons who attended;
 - b. Informal notifications or initiatives relating to the Business Ethics Program;
- c. The initiation of and status of any ongoing investigation of, or legal proceedings, involving Marsh, including times, places, and subject matter of search warrants, subpoenas, criminal charges, criminal or civil agreements;
- d. A statement by the president that he has verified that all employees have received the training required by this Agreement;
- e. A report identifying all calls made to the company's Ombudsman (regardless of subject matter), and any instances of suspected misconduct brought to the attention of management through any other channel during the preceding quarter. Such reports shall summarize the facts of each matter, stating the date and source (generically identified only as employee, consultant, outsider, etc.), medium of the report, the date and nature of the reported conduct, type and results of any internal investigation, corrective and/or disciplinary action and date of feedback to the source of the information. Matters pending resolution at the time of a reporting period shall be reported each quarter until final resolution of the matter is reported. If the company has received no reports, the president or the Ombudsman shall report that fact. The complete files on each case shall be made available to the Air Force upon request;
 - f. Certification by Marsh's president, of compliance with all applicable immigration laws; and
- g. A statement of any problems or weaknesses identified through the Ethics and Business Conduct process, corrective action proposed or initiated, and the status of any corrective action.
- 7. MANAGEMENT Mr. Floyd Stilwell controls Marsh on the date of execution of this Agreement. Marsh shall notify the Air Force in writing, at least thirty (30) days in advance, if Mr. Stilwell leaves his current position, and provide the name to the Air Force of the successor upon appointment.
- 8. LEGAL PROCEEDINGS The president of Marsh, Mr. Stilwell, represents to the Air Force that, to the best of his knowledge, none of the officers, directors, or shareholders of Marsh are now under criminal or civil investigation by any Governmental entity for fraud, theft, embezzlement, or violations of environmental laws, immigration laws, and/or procurement laws. The president of Marsh shall notify the Air Force within two working days of the time he learns of the initiation of any criminal or civil investigation of Marsh, or an employee of Marsh, by any federal, state, or local government concerning fraud, theft, embezzlement, or compliance with environmental laws, immigration laws, and/or procurement laws.

- 9. MEETING Between five and seven months after the effective date of this Agreement, or at any other time he is requested to do so, the president of Marsh shall meet with the Air Force Deputy General Counsel for Contractor Responsibility or a designee to discuss the status of implementation of this Agreement and of the Business Ethics Program.
- 10. BUSINESS ETHICS PROGRAM REVIEW Prior to the execution of this Agreement, Marsh engaged an independent party to review of Marsh's Business Ethics Program, Colonel Michael J. Lynch (USAF, Retired). Colonel Lynch has had no previous business relationship with Marsh or its officers, directors, or shareholders. Colonel Lynch has reviewed Marsh's Ethics Program, and takes responsibility, separate and apart from the same responsibility to be (borne) by Marsh's president, to monitor corporate compliance. No later than four months after the effective date of this Agreement, Colonel Lynch shall separately report to the Air Force, in writing, any discrepancies or changes he in his judgment believes to exist or be in order. Marsh shall cause a second such review of Marsh's Business Ethics Program to be conducted and a report to be prepared and submitted to the Air Force not later than 30 months after the effective date of this Agreement.
- 11. MISCONDUCT REPORTS Marsh, to include Marsh's Ombudsman, shall report to the Air Force, within 10 days of discovery by management, any suspected misconduct that management has reasonable grounds to believe may constitute a violation of criminal or civil law. The misconduct to be reported includes misconduct by any person, including, but not limited to Marsh, Marsh's subcontractors, suppliers, and employees, as defined herein, and Government employees, if related to the conduct of Marsh' business with the Government. It also shall include misconduct from any source relating to Marsh's business. Marsh shall investigate all reports of misconduct that come to their attention and shall notify the Air Force of the outcome of such investigations and any potential or actual impact on any aspect of Marsh's business. Marsh shall take corrective action, including prompt restitution of any harm to the Government.
- 12. COMPLIANCE OFFICER Marsh has retained Colonel Michael J. Lynch (Retired) to serve as Ombudsman and Compliance Officer to assure Marsh's compliance with this Administrative Agreement. As Compliance Officer, Colonel Lynch shall supervise Marsh's compliance with this Administrative Agreement, and, every six months shall report in writing to the Air Force his assessment of whether, and to what extent, Marsh has complied with this Administrative Agreement. If as Compliance Officer, he identifies defaults by Marsh, then, Colonel Lynch's report should identify and specifically discuss those defaults. A final report detailing the extent of compliance with the agreement throughout the term of the agreement shall be delivered to the Air Force no later than six (6) months prior to the expiration of the agreement.
- 13. LETTERS TO SUPPLIERS AND SUBCONTRACTORS Marsh shall distribute to every supplier and subcontractor of Marsh a letter from them (1) emphasizing Marsh's commitment to procurement integrity, (2) asking suppliers and subcontractors not to offer or give anything of value to employees of Marsh, (3) stating that employees are not allowed to give to or receive from suppliers anything of value, (4) asking suppliers and subcontractors to report to them any improper or illegal activity by employees, and (5) informing subcontractors and suppliers of the telephone number for Marsh's Hotline. A copy of the letter is at Exhibit F. A similar letter will be sent to all suppliers and subcontractors each year in the month of April. A copy of each year's letter shall be furnished to the Air Force pursuant to Article 6.

- EMPLOYMENT OF ILLEGAL ALIENS, CONVICTED FELONS, OR SUSPENDED 14. OR DEBARRED PERSONS Marsh has written internal operating policies that they shall not knowingly employ: (i) an illegal alien; (ii) a person who has been convicted within the previous ten years from the start of employment of a crime of dishonesty or false statement; or (iii) a person who is listed by a Federal Agency as debarred, suspended, or otherwise ineligible for Federal programs. A copy of the policy is attached as Exhibit G. To enforce this policy, Marsh shall reasonably inquire into the status of any potential employee, to include, at a minimum, review of the General Services Administration's (GSA) List of Parties Barred from Federal Procurement and Non-procurement Programs as maintained by GSA on the internet and compliance with reasonable procedures guarding against the employment of illegal aliens. Until resolved Marsh shall remove employees, who are suspended or proposed for debarment, from responsibility for, or involvement with, Marsh's business with the federal government. Any employee charged with a criminal offense relating to honesty and integrity, shall be removed immediately from responsibility for or involvement with Marsh's business with the federal government. Marsh shall notify the Air Force of each such personnel action taken, and the reasons therefore, within 10 days of the action.
- 15. BUSINESS RELATIONSHIPS WITH SUSPENDED OR DEBARRED ENTITIES Marsh shall never knowingly form a contract with, purchase from, or enter into any business relationship with any individual or business entity that is listed on the GSA list by a Federal Agency as debarred, suspended, or proposed for debarment. To effectuate this policy, Marsh shall make reasonable inquiry into the status of any potential contractor or business partner, to include, at a minimum, review of the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs, including the version of this list maintained by GSA on the internet.
- 16. **PROPOSED CHANGES** Marsh in advance shall notify the Air Force in writing of any proposed changes in the directives, instructions, or procedures implemented in furtherance of Marsh' Business Ethics Program and compliance with this Agreement. The Air Force, or its authorized representative, retains the right to verify, approve, or disapprove any such changes.
- 17. ACCESS TO RECORDS AND INFORMATION In addition to any other right the Department of the Air Force may have by statute, regulation, or contract, the Air Force or its duly authorized representative may examine Marsh's books, records, and other company documents and supporting materials for the purpose of verifying and evaluating: (a) compliance with the terms of this Agreement; (b) ethical business conduct in its dealings with all of its customers, including the Government; (c) compliance with Federal laws, regulations, and procurement policies and with accepted business practices; and (d) compliance with the requirements of Government contracts or subcontracts. The materials described above shall be made available at reasonable times for inspection, audit, or reproduction. Further, for purposes of this provision, the Air Force or its authorized representative may interview any employee at the employee's place of business during normal business hours or at such other place and time as may be mutually agreed between the employee and the Air Force. Employees will be interviewed without a representative of Marsh being present. The employee's own counsel, if requested by the employee, may represent the employee personally.

- 18. UNALLOWABLE COSTS Marsh agrees that all costs, as defined in FAR 31.205-47, incurred by, for, or on behalf of Marsh or any current or former Employee, consultant, or affiliate shall be expressly unallowable costs for Government contract accounting purposes.
- a. Unallowable costs include, but are not limited to, costs arising from, related to, or in connection with (a) the matters at issue here, (b) any Government criminal and civil investigations regarding the matters at issue here, and (c) the Air Force's independent review of Marsh's present responsibility, including the costs of the company's submissions, presentations, and appearances before the office of the Air Force Deputy General Counsel for Contractor Responsibility. Marsh's costs of performing and administering the terms of this Agreement and any fines or penalties levied or to be levied in or arising out of the matter at issue here are agreed to be expressly unallowable costs. Also unallowable are costs of bringing Marsh's self-governance, compliance, and/or ethics programs to a level acceptable to the Air Force, Marsh agrees to account separately for such costs.
- b, Marsh agrees to treat as unallowable costs the full salary and benefits of any officer, employee, or consultant terminated from employment or removed from government contracting as a result of the wrongdoing at issue here and the cost of any severance payments or early retirement incentive payments paid to employees released from the company as a result of the wrongdoing at issue here. For purposes of the preceding sentence, the salary and benefits costs shall include all such costs from the first instance of participation of each individual in the matters at issue here, as determined by the Air Force.
- c. To comply with this paragraph, Marsh recognizes certain costs may need to be reclassified. Marsh shall proceed immediately to identify and reclassify such costs and, within ninety days of the effective date of this Agreement, Marsh shall adjust any bid rate, billing rate, or unsettled final indirect cost rate pools to eliminate any costs made unallowable by this Agreement, and shall advise the Air Force, the cognizant administrative contracting officer, and the cognizant Government auditor of the amount and nature of the reclassified costs within 120 days of the date of this Agreement. The Air Force or a designated representative shall have the right to audit Marsh's books and records to verify compliance herewith. Such audit rights are in addition to any audit rights the Government has under the terms of any contract with Marsh.
- 19. **REIMBURSEMENT OF COSTS OF REVIEW** Mash agrees that, upon final execution of this Agreement by all parties, it will reimburse the Department of the Air Force in the amount of \$5,000.00 for the costs of reviewing this case and monitoring this Agreement.
- 20. ADVERSE ACTIONS Marsh agrees that adverse actions taken, or to be taken, by Marsh against any employee or other individual associated with, arising out of or related to the wrongdoing at issue here were solely the result of their initiatives and decisions, and were not the result of any action by, or on behalf of, agents or employees of the United States.
- 21. NO SUSPENSION OR DEBARMENT Provided that the terms and conditions of this Agreement are faithfully fulfilled, the Air Force will not suspend or debar Marsh (and the "Marsh employees"), based on the facts and circumstances set forth in the Memorandum In Support Of The Proposed Debarments dated August 2, 2006. The Air Force's decision not to suspend or debar Marsh

or the Marsh employees upon the facts at issue here shall not restrict the Air Force or any other agency of the Government from instituting administrative actions, including, without limitation, suspension or debarment should other information indicating the propriety of such action come to the attention of any agency, or additional, previously undisclosed information concerning the facts at issue here is discovered by the Government.

- 22. PRESENT RESPONSIBILITY Marsh's compliance with the terms and conditions of this Agreement shall constitute an element of Marsh's and the Marsh employees' present responsibility for Government contracting. Marsh's failure to meet any of its obligations pursuant to the terms and conditions of this Agreement constitutes a separate cause for suspension and/or debarment. By entering into this Agreement, the Air Force is not affirmatively determining that Marsh and the Marsh employees are presently responsible for any specific Government contract.
- 23. **NOTICE TO EMPLOYEES** Marsh shall notify all employees of the fact and substance of this Agreement, the nature of the wrongdoing leading to this Agreement, and the importance of each employee's abiding by the terms of this Agreement and all requirements of law, regulations, and policies and procedures.
- 24. SALE OF MARSH Should Marsh's owners sell or in any way transfer ownership of any part of the business entities bound by this Agreement, then they shall notify the Air Force in advance, and shall require by the terms of the transfer that the new owner shall be bound by this Agreement, including, but not limited to, all reporting requirements.
- 25. PURCHASE OF BUSINESSES If Marsh's owners purchase or establish new business units (either directly or via other persons or entities), and if those new businesses do business directly or indirectly with the federal government, then all provisions of this Administrative Agreement, including any training or education requirements shall apply to those new businesses within 60 days following such purchase or establishment.
- 26. WAIVER As against the United States, its departments, agencies, instrumentalities, agents-and-employees in their official and personal capacities, Marsh and the Marsh employees waive all claims, demands, or requests for monies of any kind or of whatever nature that they may have or may develop in the future arising from, related to, or in connection with, any investigation, or as a result of administrative or judicial proceedings, or request for any other relief in law or in equity, or in any other forum be it judicial or administrative in nature arising out of or relating to the facts that gave rise to their proposed debarment.
- 27. **RELEASE** Marsh and the Marsh employees, who were previously proposed for debarment, release the United States, its instrumentalities, agents, and employees in their official and personal capacities, of any and all liability or claims arising out of or related to the investigation, criminal prosecution, or civil settlement at issue here, or the suspension, proposed debarment, or the discussions leading to this Agreement.
- 28. PARAGRAPH HEADINGS The paragraph headings in this Agreement are inserted for convenient reference only and shall not affect the meaning or interpretation of this Agreement.

- 29. **COUNTERPARTS** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together, shall constitute a single Agreement.
- 30. AIR FORCE RELIANCE Marsh represents that all written materials and other information supplied to the Air Force by their authorized representative during the course of discussions with the Air Force preceding this Agreement are true and accurate, to the best information and belief of the signatories to this Agreement. Marsh also represents that it has not withheld from the Air Force any non-privileged information in it's possession as relates to the facts at issue. Marsh, and the persons signing this Administrative Agreement for Marsh, understand that the Air Force relies on the truth, accuracy, and completeness of all such representations by Marsh.
- 31. **ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between the parties and supersedes any inconsistent prior agreement or understanding, whether oral or written, relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
- 32. **RESTRICTION ON USE** Marsh hereby agrees that neither the existence nor any term of this Agreement shall be admissible as evidence, or otherwise used, by Marsh or the Marsh employees in connection with any criminal, civil, contract, or administrative investigation or action.
- 33. BANKRUPTCY Bankruptcy proceedings shall not affect the enforcement of this Agreement in the interests of the Government.
- 34. **AUTHORIZED REPRESENTATIVE** Those persons signing below for Marsh are fully authorized to execute this Agreement and represent that they have authority to bind Marsh.
- 35. SEVERABILITY If any provision in this Agreement for any reason is deemed to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect other provisions of this Agreement.
- 36. **NOTICES** Unless otherwise changed in writing, any notices, reports, or information required hereunder shall be in writing and delivered or mailed by registered or certified mail, postage prepaid as follows:

If to Marsh:

Floyd D. Stilwell, President & CEO Marsh Aviation 5060 East Falcon Drive Mesa, AZ 85215-2590 stilwell@marshaviation.com

Joe R. Reeder, Esq. or Larry D. Harris, Esq. Greenberg Traurig, LLP 800 Connecticut Ave, N W, Suite 500 Washington, D.C., 20006 reederj@gtlaw.com; harrisld@gtlaw.com

If to the Air Force, to:

Richard A. Pelletier
Asst. Dep General Counsel, Contractor Responsibility
(SAF/GCR) U.S. Air Force
4040 N. Fairfax Drive; Suite 204
Arlington, VA 22203-161.3
Richard.Pelletier@pentagon.af.mil

- 37. **PUBLIC DOCUMENT** This Agreement and all of its attachments and reports submitted pursuant to it are public documents and may be distributed without limitation by the Air Force.
- 38. **MODIFICATION** This Agreement may be amended or modified only by a written document signed by the parties.

DEPARTMENT OF THE AIR FORCE:

STEVEN A. SHAW

Deputy General Counsel, Contractor Responsibility

a U. Stefewell

MARSH AVIATION:

Floyd D. Stilwell President and CEO

Corporate Compliance and Ethics Policy Information and Education Program Hotline Notices EXHIBIT A: Code of Business Ethics (See Art. 2.b, Page 2)

EXHIBIT B: Ethics Training Subject Outline (See Art. 2.c, Page 2)

EXHIBIT C: Notice of Toll-Free Hotline Number (See Art. 2.d, Page 3)

EXHIBIT D: Supervisor Certificate of Compliance (See Art. 4, Page 3)

EXHIBIT E: Marsh-Air Force Quarterly Report Due Date Schedule (See Art. 6, Page 4)

EXHIBIT F: Letter to Suppliers and Subcontractors (see Art. 13, Page 5)

EXHIBIT G: Bar Against Employment of Illegal Aliens, of Persons Suspended and/or Debarred (See Art. 14, Page 6)